

LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) is entered into by and between the City of Killeen, Texas (“City”) and LD Tebben, PAX Services Company, (“Contractor”); collectively, the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

replace one roof located at Skylark Field. Said services are more thoroughly described in the attached scope of work; attached hereto and incorporated herein as Exhibit “A” (the “Project”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate following completion of the Project.

Consideration. Contractor agrees to provide the services stated above:

_____ at the rate of \$ per hour;

 X for the lump sum payment not to exceed \$ 98,150; or

_____ for progress payments in the total amount not to exceed \$.

Payment Bond. Texas Government Code, Chapter 2253, requires that a contractor furnish a payment bond for any public works contract in excess of \$50,000. Prior to commencing any work on the Project or within thirty (30) days of the effective date of this Agreement, whichever is sooner, Contractor shall obtain a payment bond, that complies with Chapter 2253 of the Texas Government Code and made payable to the City, in the amount of this Agreement.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing, Contractor agrees to the following:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.

- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Texas Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

CITY

CONTRACTOR

 Kent Cagle
 City Manager

Date



 Mark Willis

2/10/2025

Date

Date: 01/24/2025

Project Name: Killeen Airport, Skylark Field, South Hangar

Project Address: 2601 Stone Tree Dr, Killeen, TX 76543

Scope of Work:

MOBILIZATION:

- Set-up project staging/laydown area as to be determined in pre-construction meeting
- Take delivery and load all necessary materials & equipment, setting materials on rooftops and in staging areas as required.
- Install safety and quality control measures to meet or exceed OSHA requirements including perimeter flagging and fall restraint system.

CONSTRUCTION:

- **PVC Overlay System over Existing R-Panel Roof; approx. 11,804 SF**
 - Furnish and install 1-1/4# density R-Panel Flute filler between ribs of existing sloped R-panel roof.
 - Furnish and install 1/2" HD Cover board, mechanically fasten at manufacturers recommended pattern.
 - Furnish and install new 50 mil. White PVC roof system, induction welded to mechanically attached PVC bonded fastening plates at manufacturers recommended fastening pattern.
 - Furnish and install PVC flashing system at all edge terminations and pipe penetrations.
 - Fabricate and install shop formed 24ga. Kynar drip edge, standard color
 - Fabricate and install shop formed 24ga. Galvanized cleat
 - Haul-off construction debris and trash
 - Furnish and install new woodblocking around entire perimeter of roof to accommodate new insulation heights.
 - Furnish roofing permit as necessary with City of Killeen
 - Provide manufacturers 15-year warranty

Pricing:

Total Price:

- **PVC 15 Yr NDL.....\$98,150.00**

Proposal Notes & Clarifications:

- **TIPS Number: 21060301**
- Sales tax is excluded.
- Payment Bonds are included.
- Proposal is valid for 30 days from date of proposal.
- Metal flashings fabricated in our ANSI/SPRI ES-1 certified shop.

Exclusions:

- Painting of roof mounted equipment
- Replacement of existing metal roof panels/accessories/components due to rust, weathering, or other existing condition(s)
- Work related to gutters and/or downspouts
- Lightning protection systems
- Re-installation and/or re-alignment of antenna(s)
- All work associated with mechanical, electrical, and plumbing

- Roof hatch/access ladder
- Asbestos testing/abatement
- Lead testing/abatement
- Thermal/moisture scans
- Co-op Fee not included. If desired please add 3%.
- Raising of pipes/vents
- Raising/lifting mechanical units
- Raising curbs and/or flashing heights
- Interior protection
- Interior work
- Off hour work (i.e. weekends/holidays)
- Structural repair/replacement
- Permits/fees
- Fees associated with background checks
- Pull out testing
- Insulation
- Any work not specifically included

Respectfully,

Ed Bennington
Regional President



M: (512) 855-1580
ebennington@patuxentroofing.com
www.PaxServicesGroup.com

Customer Acceptance:

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

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LD Tebben | A PAX SERVICES COMPANY

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NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____